Remarks

Claims 1-20 are pending in the application with claims 1-20 rejected and no claims withdrawn from consideration. No claims are amended above.

In the Examiner's Action of September 27, 2006, claims 1-3, 5-13 and 17 were rejected as anticipated by Chilton; claim 4 as obvious over Chilton as applied to claim 1 and further in view of Moore, Jr. '463; claim 14 as obvious over Chilton as applied to claim 1 and further in view of Celona; claims 15-16 as obvious over Chilton as applied to claim 1 in further view of Orenstein '885; and claims 18-20 as obvious over Chilton as applied to claim 1 and further in view of Acres; with all detailed reasoning by the Examiner as set forth in the first Examiner's Action.

Independent claim 1 is not amended above because the claim is already directed to an aspect of the inventive game not disclosed or suggested by Chilton, specifically that the *wager is on winning the total amount* and payouts are *based on the statistical probability of winning a total amount* as currently recited in claim 1.

The Examiner's reference to paragraph [0064] as teaching that "a payout is determined based on the statistical probablity of winning a total amount of credits in a predetermined amount of time" is, with due respect, a misreading of the reference. In this paragraph, Chilton describes declaring a winner by identifying whoever has the most number of credits—regardless of what the number of credits may be. The payout is "winner take all" (*i.e.*, the payout is entry into the tournament, everybody else does not get in); the recipient of the payout is whoever has the highest number of wins, which would surely vary each time entry for a tournament is opened up.

For example, on one day a player could gain entry into the tournament with three winning hands provided that three was the greatest number of winning hands. The very next day, the very same player would be denied entry to the tournament despite winning three hands, if on that day another player won four or more.

5

This is not a payout determined by the statistical probability of winning the total amount, a payout which the laws of probability ensure to be the same each time entry to a the tournament is opened up.

This limitation is positively recited by the claims, and therefore the claims are novel over Chilton. Thus, independent claim 1 and all of dependent claims 2-20 are novel over Chilton; and, given that none of the other references make up this difference between Chilton and the prior art, it is clear that the invention is not suggested by any combination of Chilton and those references. Therefore, all claims should be allowed.

6

Conclusion

Please enter the amendments above and reconsider the application. If you have any questions, please contact me at your convenience.

Please note that this paper, and all others filed contemporaneously with it, are filed pursuant to representative capacity as specified in 37 CFR § 1.34, pending formal substitution of attorneys, which shall occur at the earliest opportunity with every intent to avoid delays in prosecution on the merits.

Very truly yours,

Peter Forrest
Registration No. 33,235
Attorney for Applicants
612-632-3067 (voice)
612-632-4067 (direct fax)
peter.forrest@gpmlaw.com

January 18, 2007

Gray Plant Mooty Mooty & Bennett, PA
PO Box 2906
Minneapolis, MN 55402-0906

GP:2054178 v1

7